

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
EASTERN DIVISION**

KIRK MANUEL

PLAINTIFF

v.

Case No. 2:12-cv-00035 KGB

MDOW INSURANCE COMPANY

DEFENDANT

JUDGMENT

This matter came for trial by jury on the 9th day of April, 2014. Plaintiff Kirk Manuel appeared through his attorney Everett Martindale. Defendant MDOW Insurance Company appeared through its attorney Mark Breeding. All parties announced ready for trial. A jury of 12 was selected and sworn.

On April 11, 2014, the jury returned a verdict as follows:

VERDICT FORM

INTERROGATORY 1: Do you find that MDOW Insurance Company has proved by a preponderance of the evidence that Kirk Manual has either burned his home or caused it to be burned?

Yes
Yes or No

4/11/14
Date

[Signature]
Foreperson

Answer the following Interrogatory only if you have answered "no" to Interrogatory 1. If you have answered "yes" to Interrogatory 1, do not answer the following Interrogatory, but return to the Courtroom with your answer to Interrogatory 1.

U.S. DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
FILED

APR 11 2014

IN OPEN COURT
JAMES W. MCCORMACK, CLERK
BY: [Signature]
DEPUTY CLERK

INTERROGATORY 2: Do you find that MDOW Insurance Company has proved by a preponderance of the evidence that Kirk Manual intentionally concealed or misrepresented material facts during the investigation of the fire at his home?

Yes or No

Foreperson

Date

Answer the following Interrogatory only if you have answered "no" to Interrogatory No. 2. If you have answered "yes" to Interrogatory No. 2, do not answer the following Interrogatory, but return to the Courtroom with you answer to Interrogatory No. 2.

INTERROGATORY 3: State the amount of any damages you find from a preponderance of the evidence were sustained by Kirk Manual to his personal property as a result of the fire at his home, the necessary and reasonable increase in living costs incurred by Kirk Manuel to maintain the normal standard of living of his household, and the reasonable cost to remove the debris of covered property:

\$_____ for damages to personal property.

\$_____ for reasonable increase in living costs

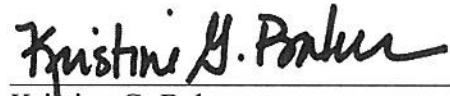
\$_____ for reasonable cost to remove the debris of covered property

Foreperson

Date

Judgment is therefore entered in favor of MDOW Insurance Company.

SO ORDERED this 24th day of April, 2014.

A handwritten signature in black ink, reading "Kristine G. Baker". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

Kristine G. Baker
United States District Judge